

EXHIBIT CC

In the Matter of:
Allan Chiocca vs
Town of Rockland, et al.

John Clifford, Esq.
September 15, 2021

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1 that's when I first learned of it.

2 Q. And this is a phone conversation with
3 Mr. Kimball where you're sitting in your car at the
4 parking lot of town hall in Rockland; is that right?

5 A. That's correct.

6 Q. Did Mr. Kimball tell you where he was?

7 A. No, he did not.

8 Q. Do you recall how long of a conversation it
9 was?

10 A. It was probably at least ten minutes.
11 Mr. Kimball mentioned the fact and he -- he used the
12 term, you know, it's common practice to get, you know,
13 a blow job for a contract and -- you know, but he --
14 he indicated that Ms. Hall wasn't exactly sure what
15 had happened that night. The -- the details were
16 pretty sketchy.

17 But, from the beginning of the conversation,
18 you know, to me, you know, the next steps are -- are
19 really automatic. It's -- there's no debate, and I
20 talked with him about those next steps.

21 Q. Before we get to the next steps, let's stay
22 on the conversation for a minute with Mr. Kimball.

23 First, was this a complete surprise to you?

24 A. It was a complete shock to me.

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1 for a number of years at this point as well, correct?

2 A. That's correct.

3 Q. And, at that time, for several years he had
4 been the chair of the board of selectpersons, correct?

5 A. That's correct.

6 Q. And so I take it you interacted with him
7 frequently; is that right?

8 A. I did. I did.

9 Q. And what --

10 A. Ed was a --

11 Q. -- did you think of --

12 A. Ed was a very --

13 Q. I'm sorry.

14 A. -- Ed was a very active chair. He was -- he
15 worked very hard at it, so we did have a lot of
16 communication.

17 Q. And are you saying active in a positive way?

18 A. Absolutely. Ed was one of the best selectmen
19 I had worked with; very thoughtful, very evenhanded,
20 had a pretty good way of dealing with board disputes.
21 He worked hard on other issues, like the Southfield
22 Redevelopment. Ed was a good selectman.

23 Q. And, to your observation, was Mr. Kimball
24 someone who tried to get consensus amongst people and

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1 resolve disputes?

2 A. Yes.

3 Q. Did you ever know him to lash out at people?

4 A. No. That was not really his style.

5 Q. Did you -- it sounds like you thought very
6 highly of him; is that right?

7 A. I did.

8 Q. Now, when Mr. Kimball called you, and you
9 picked up on your cell phone and you began talking,
10 did he sound concerned to you?

11 A. He -- he was very concerned. The facts he
12 described were that, you know, something improper had
13 happened to Ms. Hall. That's pretty much how he was
14 characterizing the whole thing.

15 Q. And that's how you understood what he was
16 telling you?

17 A. Yes.

18 Q. Do you recall anything else about that
19 discussion -- that ten-minute discussion that you
20 haven't testified to thus far?

21 A. I said to Ed, we need to speak to Allan about
22 it, and if there's anything to this, he's going to
23 have to be put on paid administrative leave and we're
24 going to have to do an investigation. And we agreed

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1 that we would meet there at 12:30.

2 Q. That very day?

3 A. That very day.

4 Q. Okay. And have you now exhausted your memory
5 about the conversation you had by phone with
6 Mr. Kimball at around 11 o'clock in the morning on
7 May 18th, 2018?

8 A. Yes.

9 Q. Now, what did you do when you got out of your
10 car?

11 A. I went in -- normally, I would meet with
12 Allan before we went into bargaining, and the
13 collective bargaining would normally take place in the
14 conference room next to Allan's office. Spoke with
15 Allan. The HR person came in at that time, Stacy
16 Callahan. I believe the highway superintendent, Dave
17 Taylor, also came in. Allan decided not to sit in on
18 the bargaining, which was not a big deal.

19 So Ms. Callahan, Mr. Taylor and I went in and
20 we bargained with the highway union for about an hour,
21 hour and a half.

22 Q. And that would take us to approximately
23 12:30?

24 A. That's correct.

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1 improper sexually to Ms. Hall; is that fair?

2 A. That's correct.

3 Q. Were you concerned for your friend?

4 A. Sure.

5 Q. Were you concerned for the town?

6 A. Very definitely.

7 Q. So, I take it, you must have listened very
8 carefully to the conversation that took place in that
9 room?

10 A. I did.

11 Q. Okay. Before I ask you about the substance
12 of the conversation, let me just ask, how long did the
13 conversation, the meeting, last?

14 A. Twenty to 30 minutes. It wasn't that long.

15 Q. When you saw Mr. Chiocca, what did you
16 observe about the expression on his face?

17 A. I would say he was very stressed, very
18 anxious.

19 Q. Okay. Now, at any point in that meeting, did
20 Mr. Chiocca claim to you and Mr. Kimball that he had
21 somehow been the victim of Ms. Hall?

22 A. No, he did not.

23 Q. Did he ever say to you that Ms. Hall had
24 threatened his contract?

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1 A. No, he did not.

2 Q. Did he ever say to you and Mr. Kimball
3 anything about Ms. Hall somehow sexually harassing
4 him?

5 A. No, he did not.

6 Q. Did he use any words that even remotely
7 suggested such a thing?

8 A. He made comments to the effect that -- that
9 she was very aggressive, sexually.

10 Q. And how did you understand those comments to
11 mean -- what did you understand those comments to
12 mean?

13 A. That -- that she was probably somewhat
14 assertive, sexually. But, I mean, I will tell you, I
15 did not really -- I wasn't making any -- drawing any
16 conclusions one way or the other. One of the things
17 I've learned, having done this for a long time, is,
18 you know, the only thing -- the only rational step to
19 take, at that point, is to do an investigation --

20 Q. We'll --

21 A. -- which is what happened.

22 Q. -- I -- I promise you we'll get to that,
23 Mr. Clifford.

24 A. Mm-hmm.

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1 A. Yes, sir.

2 Q. And have you completed your answer as to what
3 you recall being said at the meeting?

4 A. He indicated that he wanted the whole thing
5 to go away. And I said that -- you know, and he -- he
6 -- I think he talked about continuing to work, and I
7 said that that wouldn't be an option, that he -- that
8 he would have to probably go on paid administrative
9 leave.

10 But to put him on paid administrative leave,
11 we would have to convene a board -- a meeting of the
12 board of selectmen. He said -- I think it was his
13 suggestion that if he took time off, if he took
14 vacation. But he really -- he didn't push back on the
15 idea of getting out of there, but it was agreed that
16 he would take vacation and that -- until we decided
17 whether or not we were going forward with the -- an
18 investigation.

19 But it was made clear that the process for
20 any kind of an allegation like this was; we were going
21 to have to do an investigation.

22 Q. Now, what, if anything, did Mr. Kimball say,
23 to your recollection?

24 A. I don't -- I don't recall that -- that he

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4 I, Laurie J. Berg, Certified Court Reporter,
5 Registered Professional Reporter, Certified Realtime
6 Reporter, Certified LiveNote Reporter, Certified
7 eDepoze Reporter and Notary Public, in and for the
8 Commonwealth of Massachusetts, do hereby certify that
9 pursuant to appropriate notice of taking deposition,
10 there remotely appeared before me the following named
11 person, to wit: JOHN CLIFFORD, ESQUIRE, who was by me
12 duly sworn; that he was thereupon examined upon his
13 oath and his examination reduced to writing by me; and
14 that the deposition is a true record of the testimony
15 given by the witness.

16 IN WITNESS WHEREOF, I have hereunto set my
17 hand and seal this 26th day of September, 2021.

18
19 My commission expires:
20 September 14, 2023

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Notary Public